

COUNTY OF LOS ANGELES

REQUEST FOR PROPOSALS

**MARTIN LUTHER KING, JR. MEDICAL CENTER CAMPUS MEDICAL
OFFICE BUILDING DEVELOPMENT SERVICES**

JANUARY 27, 2015

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1.0 INTRODUCTION

1.1 Purpose

On August 19, 2014, the Board of Supervisors authorized the release of a Request for Qualifications (RFQ) to solicit responses from developers interested in development of an approximately 50,000 square foot medical office building (MOB) on the Martin Luther King, Jr. (MLK) Medical Center Campus in Willowbrook (Project). Through the RFQ, a short list of four developers was reviewed and approved by the Community Development Commission (Commission), on behalf of the County of Los Angeles (County), in accordance with the process approved by the County Board of Supervisors.

This Request for Proposals (RFP) is available only to those developers approved on the short list through the RFQ. The County will select one proposal and seek to negotiate the terms of a satisfactory development agreement and ground lease.

The purposes of the Project are to (1) provide quality office space for MLK administrative, medical outpatient services, and health related services in coordination with the new MLK Community Hospital and MLK Outpatient Center; (2) to obtain such office space as cost-effectively as possible, and (3) for the County, to obtain eventual ownership of the Project.

Martin Luther King, Jr. Los Angeles Healthcare Corporation (MLK-LA) is a private, non-profit, safety net hospital providing high-quality, collaborative care for South Los Angeles and surrounding communities in partnership with the County of Los Angeles, University of California and other community providers.

The selected developer will be required to work directly with the Los Angeles County Department of Health Services to ensure coordinated health care service delivery on the Martin Luther King Jr. Medical Campus.

1.2 Overview of Solicitation Document

This Request for Proposals (RFP) is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers describing how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.
- **APPENDIX A: SCOPE OF WORK**

1.3 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made

available to each person or organization that the records indicate has received this RFP. Should such addendum require additional information not previously requested, failure on the part of the Proposer to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.4 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be mailed or e-mailed to the following:

**Nick Teske, Procurement Coordinator
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801
Nick.Teske@lacdc.org**

If it is discovered that a Proposer contacted and received information from any County or Commission personnel, other than the person specified above, or his or her designee, regarding this solicitation, the County, in its sole determination, may disqualify their proposal from further consideration.

1.5 Final Award by the Board of Supervisors

Notwithstanding a recommendation of a division, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board of Supervisors is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, any agreement.

1.6 County Option to Reject Proposals

The County may, in its sole discretion, reject any or all proposals submitted in response to this RFP. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

1.7 Disqualification Review

Any Proposer on the short list that is disqualified due to non-responsiveness, the County shall notify the Proposer in writing and the Proposer may submit a written request for a disqualification review by the date specified in the notice. Requests for a disqualification review not timely submitted will be denied. A disqualification review shall only be granted if the person or firm requesting the review were on the short list of qualified developers through the short list and submitted an RFP package, the request is submitted in a timely manner, and the request asserts

that the disqualification determination was erroneous and provides actual support on each ground asserted, as well as copies of all documents and other materials that support the assertions. The disqualification review shall be completed and a determination provided to the Proposer, in writing, prior to the conclusion of the RFP evaluation process.

1.8 Notice to Proposer Regarding the Public Records Act

Responses to this RFP shall become the exclusive property of the County. At such time as the County recommends a Proposer to the Board of Supervisors, all such proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and are plainly marked as "Trade Secret," "Confidential," or "Proprietary".

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.9 Conflict of Interest

No employee of the County or Commission whose position enables him/her to influence the selection of a Proposer for this RFP, or any competing request for proposals, nor any spouse or economic dependent of such employee, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Proposer.

1.10 Gratuities

1.10.1 Attempt to Secure Favorable Treatment

It is improper for any officer, employee or agent of the County to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to an officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.10.2 Proposer Notification to County

A Proposer shall immediately report any attempt by an officer, employee or agent to solicit such improper consideration. The report shall be made

either to the Procurement Officer or the manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.10.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.11 County Quality Assurance Plan

After contract award, the County will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in *Appendix A - Scope of Work*. The Contractor's deficiencies, which the County determines are severe or continuing and that may jeopardize performance of the Contract, will be reported to the Chief Executive Office. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur in a manner consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

1.12 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration.

1.13 RFP Not a Commitment

This RFP is not a contract offer, a request for technical services, or an agreement to construct any project that may be proposed or otherwise submitted and does not commit the County to enter into any agreement, development agreement, or any other agreement (exclusive or otherwise), or to accept any part of any proposal, or to pay any costs incurred in the submission of any proposal. By submitting its RFP Package, each Proposer agrees that the County has the right in its sole and absolute discretion, to use ideas suggested by any particular Proposer, regardless of whether the County selects that Proposer to be the developer of this Project. Should this process result in an exclusive negotiation agreement, the execution of such agreement does not constitute a contract, agreement, or promise that such agreement will lead to a ground lease or that the County will agree to build or have built any proposed project or projects.

1.14 Request for Taxpayer Identification Number Certification

The person, firm or corporation selected shall be required to provide the County with a completed Federal W-9 form, including taxpayer identification number or social security number, in order to comply with federal tax information regulations. If this document is not supplied, the County retains the right to withhold payment on invoices in accordance with Internal Revenue Service (IRS) guidelines, as outlined in Publication 1281. The County has the right to withhold these payments without being charged late charges or fees.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key Project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of any agreement unless such understanding or representation is included in the agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Executive Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP (01/27/15)
- Written Questions Due (02/17/15)
- Questions and Answers Released (02/24/15)
- **Proposals due by (03/31/2015 @ 09:30 a.m.)**
- Presentations (April 2015)

2.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by mail or e-mail to the Procurement Coordinator identified below. All questions must be received by the date stated in section 2.3, RFP Timetable. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Nick Teske, Procurement Coordinator
Community Development Commission of the County of Angeles
700 W. Main Street,
Alhambra, CA 91801
Nick.Teske@lacdc.org

2.5 Proposal Format

The content and sequence of the proposal must be as follows:

- Proposer's Questionnaire / Affidavit
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Quality Control Plan (Section D)
- Presentation (Section E)

2.5.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.5.2 Executive Summary (Section A)

On the Proposer's letterhead, condense and highlight the contents of the Proposer's Business Proposal to provide the County with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.5.3 Proposer's Qualifications (Section B)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

2.5.3.1 Proposer's Background and Experience (Section B.1)

The Proposer must provide relevant information to demonstrate that the Proposer meets the requirements related to background and work experience, and has the capability to perform the required services as a corporation or other entity, as specified in *Appendix A – Scope of Work*.

- **Project Team Key Members**

Provide in-depth resumes of each key Project team member (including key consultants such as architects, engineers, legal counsel, etc.) and describe each team member's relevant skills, project experience, and accomplishments.

- **Development Team**

Provide a list of similar development projects in which the Proposer and proposed associates have participated. Describe the relationships to these projects (i.e., developed, owned, operated, or managed) and show the location, cost and scale, type and dollar volume of the work. Identify which

of the listed similar projects have been successfully completed (with completion date), and which have been completed over and under budget. Include photographs or renderings of these projects. Describe experience in ownership and management of completed development projects, including similar managed properties, indicating scale, type, and dollar volume of the managed development. Describe experience working or partnering with public agencies on other, similar development projects. For each project or relevant experience, provide a name and phone number of a contact person familiar with your project.

2.5.3.2 Evidence of Financial Capability (Section B.2)

The Proposer must provide detailed information that will enable the County to discern the financial resources available to the Development Team. Such information should help the County determine whether the Proposers have the financial ability to deliver the Project. Proposers must demonstrate their financial capacity and readiness to develop the Project. The proposal documentation must include recent financial statements, names and addresses of banks and/or other financial institutions that can serve as references, copies of annual reports (if available), financial rating reports, or other documents indicating the financial condition of the Proposer. Links to websites or other sources of information not included in the proposal documentation will not be considered.

2.5.3.3 Proposer's Pending Litigation and Judgments (Section B.3)

The Proposer must identify by case name, case number, and court jurisdiction, any pending litigation in which Proposer is involved, and any judgments against Proposer in the last five (5) years. Provide a statement describing the background facts, causes of action, and potential liability of Proposer or principal(s) of Proposer in all pending or threatened litigation against the Proposer or principals(s) of Proposer. If there are none, the Proposer must state "None".

2.5.4 Proposer's Approach to Provide Required Services (Section C)

The Proposer must provide a detailed description of the methodology the Proposer will use to meet the requirements set forth in *Appendix A – Scope of Work*, and how the services will be performed. This must include the following:

- **Market Feasibility**

The Proposer shall provide its view of the market feasibility of the Project in general economic terms and specific keys to success to attract a variety of tenants, including potential concerns or issues related to the County's objectives for development of the property.

The Proposer shall discuss the market interaction of the proposed Project with the existing and proposed healthcare service mix on the Medical Campus and in the surrounding community.

- **Proposed Concept Development Plan**

The Proposer shall provide a detailed comprehensive description of their approach to the development of the site with respect to site features, building placement, parking, vehicular access, site utilities, pedestrian access and service delivery.

- **Degree of MLK Master Plan Objectives**

The Proposer shall provide a detailed comprehensive description demonstrating their understanding of how their proposed master development plan implements the goals of MLK Master Plan goals.

- **Sustainability Commitment**

The Proposer shall describe, in detail, their approach to achieving a minimum LEED Silver rating for the implementation of the Project.

- **Quality of Proposed Tenant Mix relative to MLK objectives**

The Proposer shall describe, in detail, their approach to achieving an optimum tenant mix for the Project from a financial and community serving perspective.

- **Financial Return to County**

The Proposer shall describe, in detail, key elements of the Proposer's plan demonstration how the Project will support substantial long term revenue for the County, via ground lease or other remunerations.

- **Schedule Delineation**

The Proposer shall provide a detailed schedule summary indicating key milestones of the Project's development from the execution of an agreement with the County to a fully stabilized operating facility.

- **Schedule Commitment**

The Proposer shall describe, in detail, their proposed strategy to maintain the proposed Project development schedule and to maintain Project progress toward completion.

- **Proposed Local and Small Business Outreach**

The Proposer shall fully describe their proposed local and small business outreach plan and how to ensure its implementation.

- **Proposed Project Labor Agreement**

The Proposer shall describe, in detail, their approach to securing a Project Labor Agreement for this Project.

2.5.5 Proposer's Quality Control Plan (Section D)

Provide a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in *Appendix A - Scope of Work*. At a minimum, the Plan should include: Project communications, record keeping, construction delivery and facility operations.

2.5.6 Presentation (Section E)

Proposers will be required to provide a presentation that will be performed for the Evaluation Committee at a date, time and location to be determined, during the month of April 2015. A brief outline/agenda for the presentation should be included in the Proposal.

2.6 Proposal Submission

The original Proposal and ten (10) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"PROPOSAL FOR MARTIN LUTHER KING, JR. MEDICAL CENTER CAMPUS
MEDICAL OFFICE BUILDING DEVELOPMENT SERVICES"**

The Proposals and copies shall be delivered or mailed to:

**Nick Teske, Procurement Coordinator
Community Development Commission of the County of Los Angeles
700 W. Main Street
Alhambra, CA 91801**

2.7 Late Submissions, Modifications, and Withdrawal of Proposals

It is the sole responsibility of the Proposer to ensure that its proposal is received before the submission deadline. Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in section 2.3, RFP Timetable, will not be accepted and will be returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

Upon written request, submitted proposals may be withdrawn at any time before the submission closing date and time. Proposals that are withdrawn for modification must be re-submitted before the closing date and time. At the closing date and time, all proposals submitted shall be firm offers and may not be withdrawn for a period of two hundred seventy (270) days following the last day to submit proposals.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal after the submission closing date and time.

An Evaluation Committee selected by the County will make an evaluation of the proposals. The Evaluation Committee will use the evaluation approach described herein to select a prospective Developer.

All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

3.2 Proposal Evaluation Criteria

3.2.1 Proposer's Qualifications (30%)

3.2.1.1 Background and Experience (15%)

Proposer will be evaluated on their background and experience, and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1 of the proposal (see Section 2.5.3.1 of this RFP).

3.2.1.2 Financial Capability (15%)

Proposer will be evaluated on their financial capability, based on information provided in Section B.2 of the proposal (see Section 2.5.3.2 of this RFP).

3.2.2 Proposer's Approach to Providing Required Services (60%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County requirements based on information provided in Section C of the proposal (see Section 2.5.4 of this RFP).

3.2.3 Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Project are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services based on the information provided in Section D of the proposal (see Section 2.5.5 of this RFP).

3.3 Protest Process

Any non-selected Proposer may submit a written Protest of Contract Award, in the manner and timeframe as specified by the County.

A Protest of Contract Award may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Contract Award is a Proposer;
2. The Protest of Contract Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Contract Award);
3. The person or entity submitting a Protest of Contract Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The County materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The County made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The Protest of Contract Award sets forth sufficient detail to demonstrate that, but for the County's alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Contract Award may be with respect to the protestor's proposal, or with respect to the recommended contractor's proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Contract Award, the County shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Contract Award. The Notice of Protest Determination shall be final.

APPENDIX A

SCOPE OF WORK

I. Summary

The County of Los Angeles (the "County") seeks to enter into a ground lease agreement with a development team (the "Developer") who will plan, design, finance, construct, and manage a Class A office building containing a minimum of 50,000 gross square feet ("GSF") on the campus of the new Martin Luther King, Jr. Medical Campus ("MLK"). The proposed building and associated improvements (collectively the "Project") will be the first phase of a complex that will eventually consist of three office/academic buildings. The Project and associated parking will be located at the southwest corner of the intersection of South Wilmington Avenue and 120th Street on the MLK Campus.



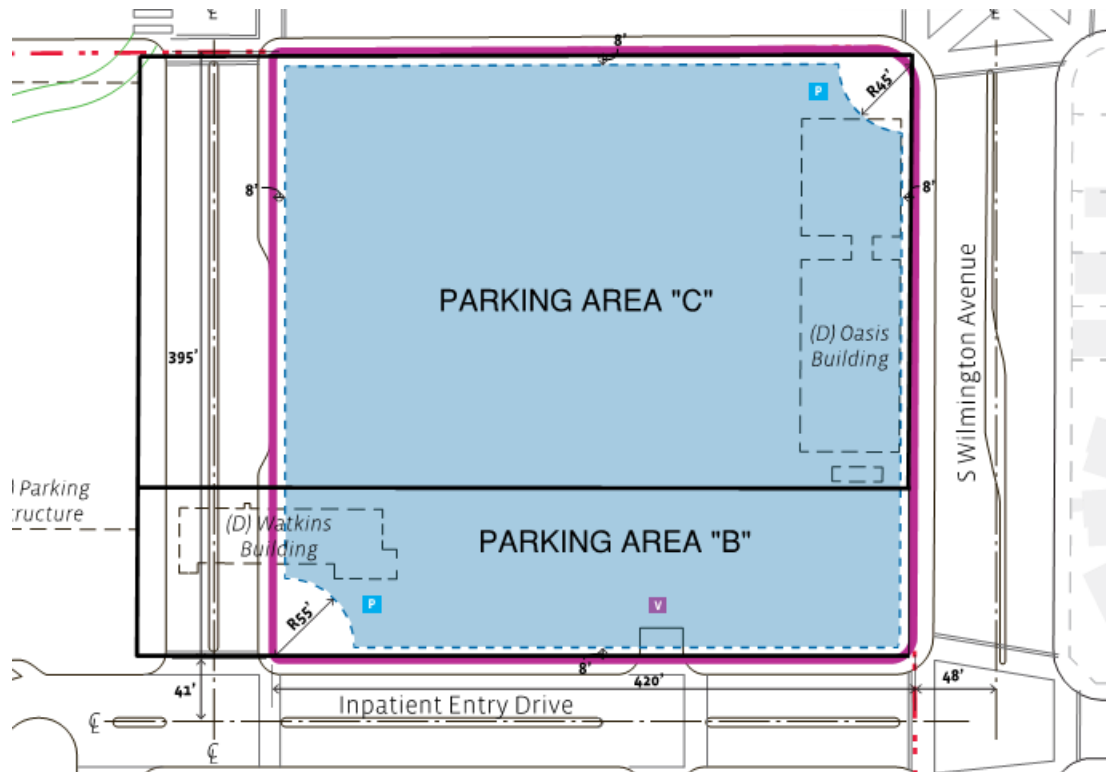
The purposes of the Project are to (1) provide quality office space for MLK administrative, medical outpatient services, and health related services in coordination with the new MLK Community Hospital and MLK Outpatient Center; (2) to obtain such office space as cost-effectively as possible, and (3) for the County, to obtain eventual ownership of the Project.

Martin Luther King, Jr. Los Angeles Healthcare Corporation (MLK-LA) is a private, non-profit, safety net hospital providing high-quality, collaborative care for South Los Angeles and surrounding communities in partnership with the County of Los Angeles, University of California and other community providers.

By means of this Request for Proposal (RFP), the County is soliciting information from the approved short list of developers selected through the Request for Qualifications (RFQ) issued on August 19, 2014. The County will select one proposal, seek to negotiate the terms of a satisfactory development agreement and an unsubordinated ground lease and, if successful, recommend approval to the County of Los Angeles Board of Supervisors. The selected developer will be required to work directly with the Los Angeles County Department of Health Services to ensure coordinated health care service delivery on the Martin Luther King Jr. Medical Campus.

II. Site

The Project will be located on a 165,000 square foot (3.8 acre) parcel at the southwest corner of 120th Street and South Wilmington Avenue that is identified in the Martin Luther King, Jr. Medical Center Campus Master Plan ("Master Plan"). Existing on the site are Parking Area "B" for patients, Parking Area "C" for employees, and three structures. Parking Area "C" will be vacated upon completion of new parking structure south of the Project site. Anticipated substantial completion of the parking structure is April, 2017. Structures will be vacated as required for Project development.



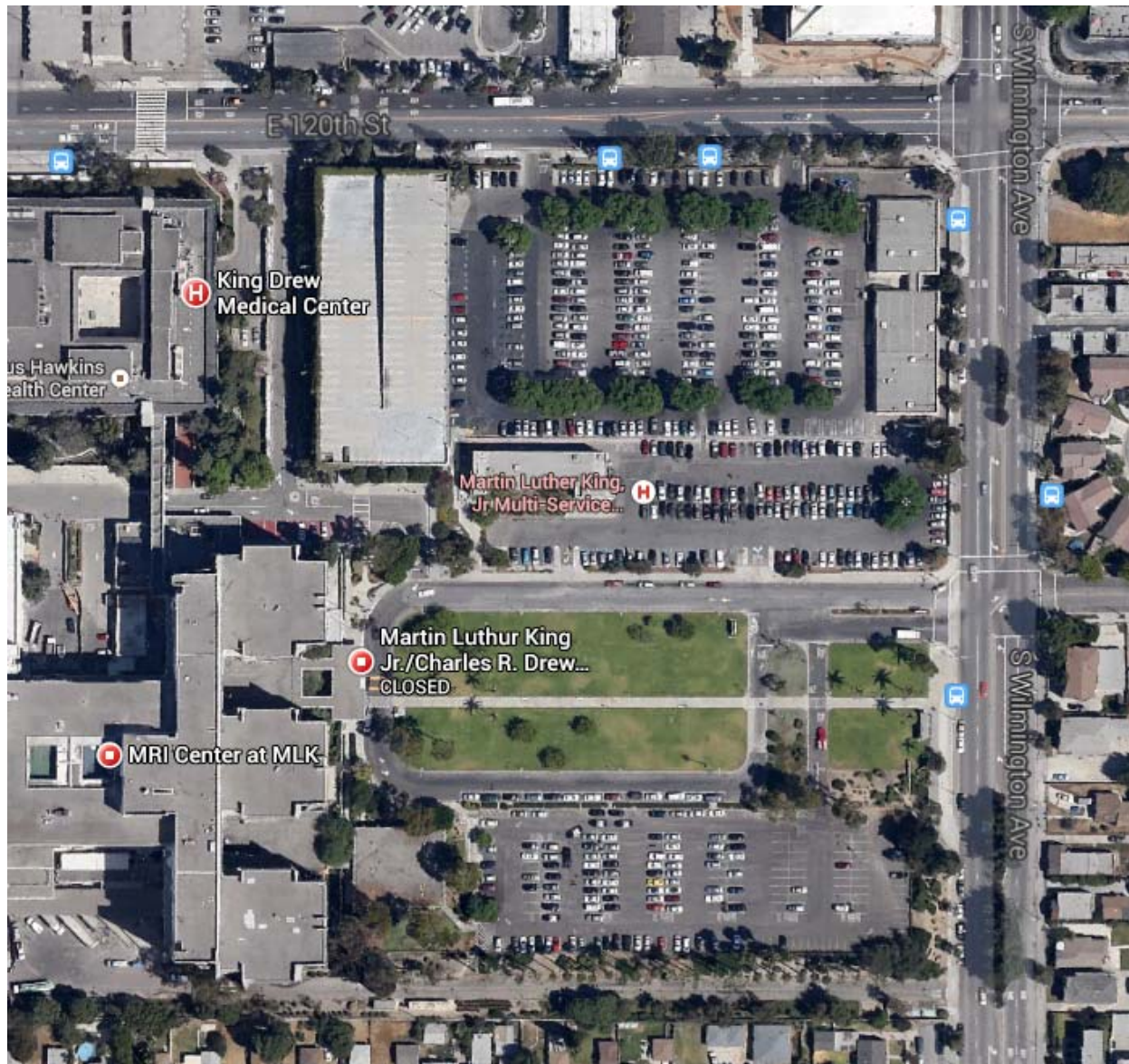
Martin Luther King, Jr. Medical Center Campus Master Plan

South Wilmington Avenue and 120th Street are two of the primary entrances to MLK. 120th Street defines the MLK northern border.

The approximately ten-acre eastern-most portion of the zone facing Wilmington Avenue currently used as a surface parking lot and a landscaped "green," is truly the front entrance to the medical campus, and offers a prime future development opportunity for a significant medical use.

Martin Luther King, Jr. Medical Center and Surrounding Project Area Technical Assistance Panel

The campus is a 42 acre site in the unincorporated community of Willowbrook, within the County of Los Angeles. MLK is home to several outpatient and preventative healthcare facilities. The land on which MLK is located is owned by the County of Los Angeles and a portion of the property is to be leased to MLK-LA to accommodate the new MLK Community Hospital's Inpatient Tower.



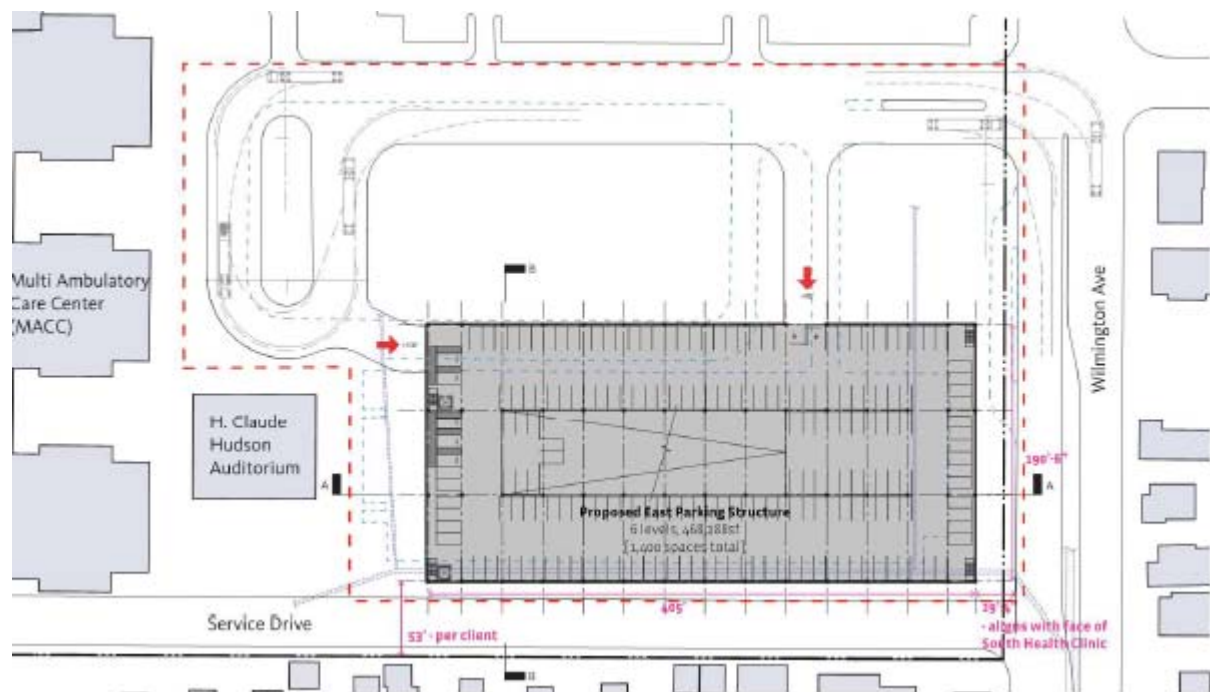
The hospital is a private hospital governed and operated by MLK-LA and is expected to open in 2015. It will offer inpatient care, basic emergency services, health education, and community outreach services. The Master Plan also includes County-operated facilities that provide outpatient and public health services. The MLK Outpatient Center provides a range of services, including general medicine, cardiology, dermatology, dentistry, geriatrics, HIV and AIDS treatment services, neurology, orthopedics and physical therapy and mental health services. The MLK Center for Public Health provides the community with public health services such as

immunizations, testing and treatment for tuberculosis and sexually transmitted diseases, case management, and health promotion programming.

At full build-out MLK will serve over one million residents. 1.6 million square feet of medical, residential, medical office, research and development, office, community, and health-related retail spaces are contemplated.

The street identified to the west of the site shall be part of a future development. An upgraded inpatient entry drive to the south of the site is being designed and constructed by the County of Los Angeles and will be completed by 2017.

The County of Los Angeles is constructing a multi-level parking structure immediately south of the site and fronting Wilmington Avenue. It includes approximately 1,400 secured spaces for medical center employees.



Proposed East Parking Structure – Site Diagram

MLK is accessed by shuttle bus from the nearby Los Angeles METRO Rosa Parks Transit Center and bus service on Wilmington Avenue. Shuttle bus service for employees and patients exists on site.

Public utilities are available in 120th Street and South Wilmington Avenue. Utilities in vacated streets and from prior development exist throughout the site. Information regarding major utilities is available from those responsible agencies and companies and on included utility survey drawings.

County of Los Angeles Department of Regional Planning maps indicate the site is zoned as C-2: Neighborhood Business that restricts construction to two stories. Regional planning has indicated a zone change to increase height may be possible.

The following documents and County planning efforts may influence Project design. All are available on the internet.

Martin Luther King, Jr. Medical Center Campus Master Plan

Willowbrook Transit-Oriented District Specific Plan

Willowbrook Area Access Improvements Project

Rosa Parks Metro Station Master Plan & Transit Oriented District

III. Program

It is expected the Proposer commission an independent market study to determine demand for medical office space on the site and in the community served. The presumed mix of tenants will be derived from uses generated by MLK, the outpatient services provided at MLK Outpatient Center, MLK Center for Public Health, other adjacent health-related providers, and to fill service deficits identified by MLK-LA. Possible healthcare services identified by MLK include:

Ground Floor

- Primary Care (family practice/internal medicine)
- Child Care
- Hospital education and training space
- Home health, durable medical equipment, hospice
- Pharmacy

Upper Floor

- Orthopedics
- General surgery
- Obstetrics/Gynecology
- Urology
- Cardiology
- Infectious Diseases
- Gastroenterology
- Rheumatology
- Pulmonology
- Hematology/Oncology
- Nephrology
- Otolaryngology
- Ophthalmology
- Dermatology
- Podiatry
- Perinatology/Neonatology

Other occupancies such as neighborhood retail, and restaurant should be considered as first floor occupancies. To minimize future impact to upper level tenants, provisions for future grease hood/duct to roof shall be included in design.

The final determination of the size and design of the office building will be subject to further planning and feasibility studies conducted jointly by the MLK and the Developer.

The proposed medical office building shall be located on the portion of the site identified within Parking Area “C”. Expansion and/or addition to the medical office building, future addition of the research and development building, and associated parking shall occur on Parking Areas “B” and “C”.

The building exterior shall be constructed of durable and maintainable materials. Cement plaster (stucco) is not considered durable. Operable windows shall be securable. A minimum twenty year (20) warranty shall be provided for all roofing systems.

The building should be flexible enough to provide medical suites that may range in size from 1,000 square feet to a full floor. The tenant space should be as column free as possible, with a lease bay depth of between 34 and 38 feet. Window mullions and other improvements should be spaced to accommodate the interior space planning of perimeter offices. The finished ceiling height should be nine feet and provide adequate clearance above to accommodate mechanical, electrical, and plumbing requirements. Service elements should be organized around efficient double loaded corridors. Wet columns should be distributed throughout floors as required for occupant areas. An acceptable lease efficiency is 85% useable/rentable (BOMA standards). Two elevators shall be provided. At least one shall accommodate a gurney.

The building should be designed utilizing "state of the art" mechanical systems (HVAC), elevator conveyance systems, and electrical systems. Implement sustainable design technologies, including water reclamation, recycling, photovoltaic cells, light tubes, green roofs, energy efficient lighting and provisions for alternative fuel vehicles as necessary to achieve LEED Silver certification and to meet County of Los Angeles Energy and Environmental Policy requirements. The building should also comply with all Americans with Disabilities Act requirements.

The developer will evaluate parking requirements for the medical office building and make recommendations for total number of spaces for use of the building and patient accessibility to and from the building. Use of the new parking structure being constructed to the south of the site or existing parking structure to the west should not be considered in meeting the parking requirements for the Project. Vehicular access to the parking structure west of the site shall not be hindered by development of this Project.

To the fullest extent possible, parking in Parking Lot “C” shall remain available until construction of the new parking structure is complete. Developer shall provide fencing, alternate parking access, and phasing of development for parking to remain in operation.

The selected developer shall relocate sidewalk and provide acceleration/deceleration lane, new curb cut and site entrance on 120th Street as required by County of Los Angeles Department of Public Works standards.

A parking management plan for the Project is required, as well as operational information indicating provisions for doctor, employee, and patient parking, whether parking is paid, how validated, and any restrictions.

The Project should incorporate a service area or loading dock accessed from the parking area. Waste disposal and recycling should be accommodated in this area.

Landscaping, hardscape, and site lighting concepts and materials shall adhere to those identified in the Master Plan and shall be compatible with that used in recent construction. A

landscape buffer separating areas of site not serving the medical office building should be designed at the perimeter of medical office building and associated parking areas.

Site security consisting of well-lighted building entrances, open and parking areas and monitored CCTV shall be provided.

Buildings existing on site will be vacated as required by the Developer's proposal. An investigation of existing hazardous materials for part of the building located along South Wilmington Avenue has been prepared for The County of Los Angeles. An electronic copy of this report can be made available on request. The Developer will be responsible for abatement of all hazardous materials. Demolition of existing above- and below-grade structures shall be the responsibility of the developer.

IV. State Prevailing Wage Requirements

The Project identified in this Scope of Work is funded in whole or in part with public funds. The Developer, including the Prime Contractor and Subcontractors shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov. or by contacting the Commission, Labor Compliance Unit for the prevailing wage rates on file. The Developer, Prime Contractor and Subcontractor shall also:

- (1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;
- (2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;
- (3) Provide workers' compensation coverage as set forth in Labor Code Section 1861;
- (4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee;
- (5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;
- (6) Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's section 16200;
- (7) Comply with Section 16101 of these regulations regarding discrimination;
- (8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5;
- (9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and
- (10) Comply with any other requirements imposed by the State of California.

The Developer must use licensed contractors in the performance of the work identified in this Scope of Work that maintain a valid and current contractor's license issued by the Contractors State License Board, bonded, and insured, including Workers' Compensation liability as required by the State of California.